

**AGREEMENT BETWEEN  
DONOR NAME  
AND  
THE ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT (OECD)**

In the context of the proposal to continue periodic evaluations of national Good Laboratory Practice Compliance Monitoring Programmes (hereafter, the "Evaluation Programme") developed by the Working Group on Good Laboratory Practice ("GLP") and set out in Annex 1 of document ENV/JM/WRPR(2017)15\*, endorsed by the Joint Meeting of the Chemicals Committee and Working Party on Chemicals, Pesticides and Biotechnology on 9 June, 2017, add name of donor (the Donor) and the Organisation for Economic Co-operation and Development (the OECD) have agreed as follows:

1. The OECD will carry out the Evaluation Programme included in the Chemicals Management Programme [C(2016)3 and ENV/JM/WRPR(2016)73, which is expected to be continued until December 2020 (hereafter, the "Work"). The Donor agrees to contribute to the financing of this Work for a total amount of 10,000 EUROS (hereafter, the "Contribution").
2. The continuation of any OECD outputs is subject to the inclusion of such outputs in the OECD Programme of Work and Budget (OECD PWB). The outputs covered by the present Contribution are currently included in OECD's 2017-2018 PWB and since the current cycle of the Evaluation Programme is planned to finish in 2027, the OECD Environment Directorate intends to propose these outputs continue to be included in its future OECD PWB. However, in the event that the Evaluation Programme is ultimately not included in the future OECD PWB, the Evaluation Programme will end and the OECD shall have the right to cease the work funded with this Contribution and terminate the agreement, in which case the Donor shall only cover expenses incurred or committed by the OECD up to the date of termination.
3. The Donor will pay its Contribution in full upon signature of this agreement and receipt of the corresponding invoice from the OECD.
4. The OECD shall administer the Contribution in accordance with its Financial Regulations and according to other relevant OECD rules, policies and procedures, which provide for an administrative cost recovery charge.
5. The Contribution of the Donor will be pooled with those of other donors for the Evaluation Programme and used to cover expenses incurred for travel to the countries being evaluated, ground transportation to and from airports or train stations, the per diem of OECD visiting teams and the administrative cost recovery charge indicated in Article 4 above.
6. Any unspent or uncommitted balance at the end of the On-Site Evaluation visit to the Donor Country will be allocated to the Chemicals Management Programme, and all types of expenditure will be authorised.
7. The Donor agrees that financial reporting requirements are met with the annual statement of income and expenditure presented orally to the Joint Meeting of the Chemicals Committee and the Working Party on Chemicals, Pesticides, and Biotechnology.

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\* The current approach for managing the GLP fund and providing administrative support for On-site evaluation visits can be found in Table 2 of document ENV/JM/GLP(2017)8.

8. In relation to the evaluation of the GLP Compliance Monitoring Programme(s) of the Donor, the Donor will be directly responsible for all costs incurred locally by the visited Monitoring Programmes, such as staff time, translation costs, documentation costs, and internal country travel of OECD visiting teams to the test facilities, as outlined in document ENV/JM(2013)12.

9. The results of the Work, in whatever form, shall be the sole property of the OECD.

(Clause 10, below, should be included when the Donor is a private entity, an International Organisation or a non-member. Otherwise the entire clause can be removed:

10. Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof which cannot be settled amicably, shall be settled by arbitration in accordance with the PCA Arbitration Rules 2012. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Paris (France). The Parties expressly renounce their right to seek the annulment or setting-aside of any award rendered by the arbitral tribunal, or if this renunciation is not legally possible, the Parties expressly agree that if an award rendered by the arbitral tribunal is annulled, the jurisdiction ruling on the annulment proceedings cannot rule on the merits of the case. The dispute will therefore be settled by new arbitral proceedings in accordance with this clause.

(Clause 11, below, should be included if the offer/agreement is drafted in English/French AND a third language. Otherwise the entire clause can be removed:

11. The present agreement is drawn up in English and (third language). In case of inconsistency between the English and the (third language), the English language version is the only authentic version.

Signed by:

***For the Donor Organisation:***

\_\_\_\_\_  
Mr/s. Name  
Title and Name of Ministry/Agency

Date:

***For the Organisation for Economic Co-operation and Development:***

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Mr. Anthony Cox  
Acting Director  
Environment Directorate

Date:

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Mr. Antoine Pailhès  
Deputy Head of the  
Programme, Budget & Financial Management Service  
Executive Directorate

Date: